

#### FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement ("Amendment"), being made this <sup>JANUARY</sup> 6<sup>th</sup> day of ~~September~~, 2004 between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter the "County" and the STATE OF MARYLAND, hereinafter referred to as "Tenant" the County and the Tenant together the "Parties."

**WHEREAS**, the County and the Tenant are parties to a Lease Agreement dated August 7, 1984 (hereinafter referred to as the "Lease"), a copy of which is attached hereto and made a part hereof as Exhibit A, and under which Lease the Tenant occupies the premises known as the Grey Courthouse located at 27 Courthouse Square, Rockville, Maryland 20850; and

**WHEREAS**, the Parties entered into a First Amendment, dated February 27, 1985, a copy of which is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the Parties entered into a Second Amendment, dated August 3, 1993, a copy of which is attached hereto and made a part hereof as Exhibit C; and

**WHEREAS**, the Parties entered into a Third Amendment, dated February 8, 1996, a copy of which is attached hereto and made a part hereof as Exhibit D; and

**WHEREAS**, on September 1, 2001, the Tenant moved the Department of Juvenile Justice out of 8,601 square feet of the Leased Premises to allow the County to move in Circuit Court services; and

**WHEREAS**, on August 24, 2003, the Tenant moved the Officer of the Public Defender out of 8,980 square feet of the Leased Premises to allow the County to move in Circuit Court services; and

**WHEREAS**, the Parties desire to further amend and modify certain terms and conditions of the Lease,

**NOW THEREFORE**, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration as hereinafter set forth in this Fourth Amendment, the Parties agree as follows:

1. Paragraph 1, entitled PREMISES is hereby replaced in its entirety by the following:

County does hereby lease and demise unto the Tenant the premises described as a portion of Parcel N336, Tax Map GR342, Grid GR32 as conveyed to Montgomery County, Maryland by Albert M. Bovic, Administrator C.T.A. of John Vinson, and as recorded on January 18, 1930 in Liber 498 at Folio 244, among the Land

Records of Montgomery County, Maryland (said parcel being hereinafter referred to as the "Leased Premises.") The Leased Premises shall include the buildings (which buildings comprise approximately 61,000 square feet of net useable space), walkways, parking lot, driveways and land contiguous to the buildings, as outlined in red on "Exhibit A" attached hereto and made a part hereof. With the move out of the Department of Juvenile Justice, effective September 1, 2001, the Leased Premises is reduced to 49,089 square feet. With the move out of the Office of the Public Defender effective August 24, 2003, the Leased Premises is reduced to 40,109 square feet.

2. Paragraph 5, entitled RENTAL PAYMENT is hereby replaced in its entirety by the following:

Tenant shall pay to County, as basic rental for the hereinabove described premises an amount representing a rental rate of Three and 50/100 Dollars (\$3.50) per net useable square foot per annum which effective September 1, 2001, basic rent will be ONE HUNDRED-SEVENTY ONE THOUSAND, EIGHT HUNDRED ELEVEN and 50/1000 DOLLARS (\$171,811.50) calculated on 49089 net useable square feet occupied by the Tenant. Effective August 24, 2003, basic rent will be ONE HUNDRED FORTY THOUSAND THREE HUNDRED EIGHTY-ONE and 50/100 DOLLARS (\$140,381.50) calculated on 40,109 net useable square feet occupied by the Tenant. All payments shall be ~~due and payable on the first day of each succeeding month during the lease term,~~ at Montgomery County Maryland, Leasing Management, P. O. Box 62077, Baltimore, Maryland 21264-2077.

~~Should the Tenant fail to submit monthly rental payments in the above described manner, and should said failure continue for more than forty-five (45) calendar days after a monthly payment becomes due and payable, Tenant shall pay to the County, in addition to and as part of the rental payment in question, a late fee of ten percent (10%) of said monthly rental payment, commencing on the 31<sup>st</sup> day after the due date, which late fee may be accepted by County without prejudice to County's other rights upon Tenant's default as outlined in Paragraph 17 hereof.~~

3. Paragraph 32, entitled MAILING NOTICES is hereby changed as follows:

County  
Montgomery County, Maryland  
Office of Real Estate

101 Monroe Street  
10<sup>th</sup> Floor  
Rockville, Maryland 20850

With a copy not to constitute notice to:  
Montgomery County, Maryland  
Office of the County Attorney  
101 Monroe Street  
3<sup>rd</sup> Floor  
Rockville, Maryland 20850

4. The Parties agree that all other terms, conditions, and covenants in the Lease, as amended, shall remain in full force and effect without any change or modifications except as otherwise indicated in this Fourth Amendment.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to Lease Agreement to be properly executed.

WITNESS:

LANDLORD:

MONTGOMERY COUNTY,  
MARYLAND.

By: \_\_\_\_\_

By: Joseph F. Beach

Joseph F. Beach, Assistant Chief Administrative  
Officer

Date: 1/6/05

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: Gileen J. Basanen

By: Cynthia L. Brenneman

Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 9/22/2004

Date: 9/14/04

WITNESS:

TENANT:

STATE OF MARYAND

Department of Juvenile Justice

By: [Signature]

By: Joseph [Signature]

Date: 10.29.04

WITNESS:

TENANT:

STATE OF MARYLAND

Office of the Public Defender

By: Janice P. Schorn

By: Henry [Signature]

Date: 10/27/04

APPROVED AS TO FORM & LEGAL SUFFICIENCY

STATE ATTORNEY

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION BY THE BOARD OF PUBLIC WORKS**

Execution of the above Fourth Amendment to Lease is hereby authorized and approved  
by the Board of Public Works at a meeting held \_\_\_\_\_ Item \_\_\_\_\_ -L

\_\_\_\_\_  
Office of Real Estate